



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

July 29, 2014

Ordinance 17852

Proposed No. 2014-0266.2

Sponsors McDermott, Upthegrove,
Dembowski, Lambert and Dunn

1 AN ORDINANCE relating to a sublease for King County
2 emergency medical services.

3 STATEMENT OF FACTS:

- 4 1. The facilities management division received a request for space on
5 December of 2012 from the department of public health.
- 6 2. The department of public health needed space for the purpose of
7 emergency medical services training and office space.
- 8 3. The facilities management division determined in December 2012 that
9 there was not an appropriate county-owned option.
- 10 4. The facilities management division determined, through consultation
11 with the department of public health, that leasing was the most cost-
12 effective option for the county.
- 13 5. The facilities management division successfully negotiated to sublease
14 space from Kent Regional Fire Authority, located at 20811 84th Avenue
15 South , within council district five.

16 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

17 SECTION 1. The executive is authorized to execute the sublease for the 20811
18 84th Avenue South location with Kent Regional Fire Authority, substantially in the form

19 of Attachment A to this ordinance, and to take all actions necessary to implement the
20 terms of the lease.

21

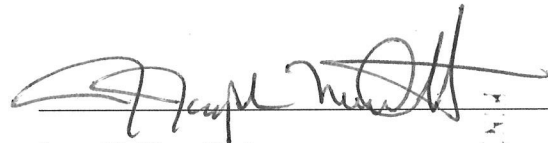
Ordinance 17852 was introduced on 7/7/2014 and passed by the Metropolitan King County Council on 7/28/2014, by the following vote:

Yes: 8 - Mr. von Reichbauer, Mr. Gossett, Ms. Hague, Ms. Lambert,
Mr. Dunn, Mr. McDermott, Mr. Dembowski and Mr. Upthegrove

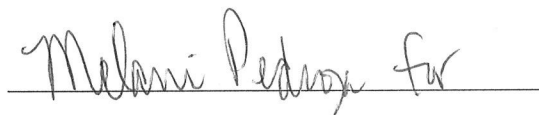
No: 0

Excused: 1 - Mr. Phillips

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Larry Phillips, Chair

ATTEST:


Anne Noris, Clerk of the Council

RECEIVED
2014 AUG -4 PM 4:08
CLERK
KING COUNTY COUNCIL

APPROVED this 4 day of AUGUST, 2014.


Dow Constantine, County Executive

Attachments: A . Kent EMS Sublease dated 7-28-2014

SUB LEASE AGREEMENT

THIS SUBLEASE AGREEMENT, dated _____, 2014 (for reference purposes only), is made by and between **Kent Fire Department Regional Fire Authority ("KRFA")**, a municipal corporation (hereinafter called Sub-Lessor) and **King County**, a political subdivision of the State of Washington (hereinafter called Sub-Lessee) (collectively, the "Parties").

RECITALS

1. Sub-Lessor entered into a lease "Master Lease" with H-P Properties/Kent Office LLC "Landlord" dated June 3, 2014, leasing the premises legally described in the attached **Exhibit B** ("Master Premises").
2. Sub-Lessor has determined that approximately 8,228 square feet of rentable area of the Master Premises are temporarily surplus to the needs of the Sub-Lessor.
3. King County operates the King County Medic One program that directly supports the operations of the Sub-Lessor.
4. Sub-Lessor has determined that Sub-Lessee's use of the premises is compatible with and will provide a benefit to the Sub-Lessor.

AGREEMENT

In consideration of the mutual promises contained in this Sub-Lease Agreement, Sub-Lessor hereby subleases the Subleased Premises to Sub-Lessee and Sub-Lessee leases the Subleased Premises from Sub-Lessor. The terms, conditions and respective obligations of Sub-Lessor and Sub-Lessee to each other under this Sublease shall be the applicable terms and conditions of the Master Lease except for those provisions of the Master Lease which are directly contradicted by this Sublease in which event the terms of this Sublease document shall control over the Master Lease.

1. **Premises.** Sub-Lessor does hereby agree to lease to Sub-Lessee the following space (the "Premises") consisting of a portion of the Northwest Corporate Park, located at 20811 84th Avenue South, Kent WA 98032 as depicted in **Exhibit A** attached hereto with a legal description of the building attached hereto as **Exhibit B** (the "Building"). The Premises shall include the following:
 - 1.1. Exclusive use of the following:
 - 1.1.1. Approximately 8,228 square feet of space, area as shown on the attached **Exhibit A**, based on BOMA standard (NASI/BOMA 265.1-1996) used to determine rentable area and expressed as "rentable square feet" or "RSF" in this Sublease.
 - 1.1.2. 10 Reserved parking stalls and an ongoing right to 67 unreserved parking stalls together with reasonable access thereto, as shown on the attached **Exhibit D**.

1.2. Non-exclusive use and reasonable access to the following shared use space:

1.2.1. 10,444 rentable square feet of shared use space, which includes conference rooms, training and wellness facilities, lunch room, storage rooms, reception area, and shared corridors, as described on the attached **Exhibit A** (the "Shared Space"), which non-exclusive use shall be based on a reservation system to be implemented and maintained by Sub-Lessor. Sub-Lessor and Sub-Lessee shall cooperate as reasonably required regarding the shared use of said Shared Space.

1.2.2. For purposes of calculating Operating Costs, Sub-Lessee's pro rata share of the Shared Space and parking lot shall be 50 percent.

2. Permitted Use. Sub-Lessee shall use the Premises for office, training, storage and educational purposes, including, without limitation, King County Medic One, King County EMS training, and any other legal use.

3. Term. The Term of this Sub-Lease shall be for ten (10) years, commencing on the date of Sub-Lessor's Substantial Completion ("Substantial Completion" as defined in **Exhibit C**) of construction of Sub-Lessee's Tenant Improvements (defined in **Exhibit C**), as provided herein, which date shall be no later than September 1, 2014 (the "Commencement Date"), and shall terminate on the date that is ten (10) years thereafter.

3.1. Provided this Sub-Lease is in full force and effect, that Sub-Lessor exercises its option to renew the Master Lease and Sub-Lessee is not in default of this Sub-Lease, Sub-Lessee shall have two (2) options to extend the Term of this Sub-Lease for an additional five (5) years each, subject to Sub-Lessee providing Sub-Lessor with written notice no earlier than the date which is 360 days prior to the expiration of then current Term of this Sub-Lease but no later than the date which is 270 days prior to the expiration of the then current Term of this Sub-Lease. If Sub-Lessee fails to provide such notice, Sub-Lessee shall have no further or additional right to extend or renew the Term of this Sub-Lease. Sub-Lessee's options to extend the Term of this Sub-Lease shall in all instances terminate commensurate with the expiration or earlier termination of this Sub-Lease.

3.1.1. Renewals shall be on the same terms and conditions set forth in this Sublease subject to a 2.5% increase in the Base Rent applied each year of the renewal period(s).

3.2. If Sub-Lessor cannot deliver possession of the Premises, with Tenant Improvements substantially complete, to Sub-Lessee on or before the date identified in Section 4 through no fault of the Sub-Lessee, provided that delivery of the Premises can be made within a reasonable timeframe, this Sub-Lease shall not terminate; but, in that event, there shall be a proportionate reduction of Rent, based on the percentage of the Premises available for Sub-Lessee's intended use as described in Section 2, covering the period between the Commencement Date and the time when Sub-Lessor can deliver possession. If Sub-Lessor has failed to deliver possession of the Premises with

Tenant Improvements Substantially Complete within one hundred and eighty (180) days after mutual execution and approval of this Sub-Lease by the King County Council and Kent Fire Department Regional Fire Authority Governing Board respectively, through no fault of Sub-Lessee, Sub-Lessee shall have the right to terminate this Sub-Lease and shall have no further obligations thereunder.

- 4. Preparation of Premises and Delivery of Possession.** Within one-hundred twenty (120) days of mutual execution and approval of this Sub-Lease by the King County Council and Kent Fire Department Regional Fire Authority Governing Board, respectively, Sub-Lessor shall cause to be completed for the Tenant Tenant Improvements to the Premises, pursuant to the provisions of **Exhibit C** attached hereto. The Premises shall be deemed completed and Premises ready for Sub-Lessee's possession on the date the Tenant Improvements are Substantially Complete or on the date specified in Section 3 as the Commencement Date, whichever is later.

5. Rent.

- 5.1. Base Rent:** Sub-Lessee covenants and agrees to pay Sub-Lessor, at Sub-Lessor's address, without deduction or offset, monthly Base Rent (applied to 100% of Sub-Lessee's exclusive use space of 8,228 RSF and 50% of the shared use space (5,222 RSF) as follows:

Months 1-3	\$0.00/RSF
Months 4-12:	\$4.99/RSF
Months 13-24:	\$5.11/RSF
Months 25-36:	\$5.24/RSF
Months 37-48:	\$5.37/RSF
Months 49-60:	\$5.50/RSF
Months 61-72:	\$5.64/RSF
Months 73-84:	\$5.78/RSF
Months 85-96:	\$5.93/RSF
Months 97-108:	\$6.07/RSF
Months 109-120:	\$6.23/RSF

The Sub-Lessee shall have the right, at Sub-Lessee's sole expense, within sixty (60) days of Sub-Lessee's occupancy, to have the rentable square feet of Sub-Lessee's exclusive use space confirmed through re-measurement of that space pursuant to the BOMA standards and the Base Rent for Sub-Lessee's exclusive use space shall be adjusted to reflect the corrected rentable square feet.

- 5.2. Payment of Rent.** Sub-Lessee shall pay Sub-Lessor in lawful money of the United States, the monthly Base Rent stated above in advance on or before the first day of each month during the Sub-Lease Term beginning on the Sub-Lease Commencement Date and any other additional payments due to Sub-Lessor ("Additional Rent") (collectively the "Rent") when required under this Sub-Lease. Payments for any partial month at the beginning or end of the Sub-Lease term shall be prorated. All payments due to Sub-Lessor under this Sub-Lease, including late fees and interest, shall also

constitute Additional Rent, and upon failure of Sub-Lessee to pay any such costs, charges or expenses shall constitute a default under this Sub-Lease and be subject to the remedies provided in Section 23 herein.

- 5.3. Late Charges.** If any sums payable by Sub-Lessee to Sub-Lessor under this Sub-Lease are not received within five (5) days of their due date, Sub-Lessee shall pay Sub-Lessor an amount equal to the sum which would be payable by Sub-Lessor to the Landlord for an equivalent default under the Master Lease or, alternatively, one and a half percent (1.5%) of the delinquent amount for the cost of collecting and handling such late payment in addition to the amount due and as Additional Rent whichever is greater. All delinquent sums not paid by Sub-Lessee within five (5) business days of the due date shall, at Sub-Lessor's option, bear interest at the rate the Sub-Lessor would pay the Landlord under the Master Lease for an equivalent default or the highest rate of interest allowable by law, whichever is less. Interest on all delinquent amounts shall be calculated from the original due date to the date of payment.
- 5.4. Less Than Full Payment.** Sub-Lessor's acceptance of less than the full amount of any payment due from Sub-Lessee shall not be deemed an accord and satisfaction or compromise of such payment unless Sub-Lessor specifically consents in writing to payment of such lesser sum as an accord and satisfaction or compromise of the amount which Sub-Lessor claims. Any portion that remains to be paid by Sub-Lessor shall be subject to the late charges and default interest provisions of this Paragraph 4.

6. Operating Costs.

- 6.1. Operating Costs.** The Building's estimated operating expenses, defined in the Master Lease as Project Operating Costs, which include all operating expenses associated with this Sub-Lease are estimated to total \$5.25 per RSF for 2014. Sub-Lessee shall pay its pro rata share (56% subject to change if Sub-Lessor's share of exclusive use space is changed) of the Building's operating expenses in addition to the base rent obligations. Sub-Lessee shall be responsible for its pro rata share of Operating Costs beginning on the Commencement Date regardless of whether Sub-Lessee has possession. Operating expense calculations shall be prorated consistently based on a 100% occupied building. Sub-Lessee shall have the right to audit Sub-Lessor's books and records pertaining to operating expenses. Sub-Lessor shall be unable to pass through any capital expenditures other than those: a) mandated by a governmental authority after the Sub-Lease has commenced, or b) undertaken with the reasonable expectation by the sub-landlord of reducing operating expenses. All capital expenditures that so qualify would be amortized according to GAAP, over the expected useful life of the improvement. Upon mutual agreement Sub-Lessee may request work to be completed by Sub-Lessor to be billed as Additional Rent. Such work may be assessed a 5% Project Management fee and interest at 4% per year on any unpaid balance.
- 6.2. Sub-Lessor's Administrative Costs.** Sub-Lessee shall pay Sub-Lessor an administrative fee of 1% of Sub-Lessee's combined Base Rent and Operating Costs.

Payment shall be calculated as 1/12th of 1% of the Sub-Lessee's total costs and paid monthly.

- 6.3. Payment of Additional Rent for Estimated Operating Costs.** Within thirty (30) days following the Commencement Date and the close of each Calendar Year, as applicable, or as soon thereafter as is practicable, Sub-Lessor shall provide Sub-Lessee with a written statement of Sub-Lessee's share of estimated Operating Costs for the subsequent year. Sub-Lessee shall pay 1/12 of the amount of Sub-Lessee's share of Operating Costs as Additional Rent as provided in Section 5 each month during such year and until such time as Sub-Lessor provides Sub-Lessee with a statement of estimated Operating Costs for the subsequent year. If at any time or times during such year, it appears to Sub-Lessor that Sub-Lessee's Operating Costs will vary from the estimated Operating Costs by more than five percent (5%) on an annual basis, Sub-Lessor may, by written notice to Sub-Lessee, revise its estimate for such year and Additional Rent payable by Sub-Lessee under this Section 6 for such year shall be increased or decreased based on Sub-Lessor's revised estimate. If any such rent or sums shall be due to excessive use by Sub-Lessee of utilities or services provided to the Subleased Premises, as reasonably determined by Sub-Lessor and mutually agreed to by the Sub-Lessee, such excess shall be paid in its entirety by Sub-Lessee.
- 6.4. Reconciliation.** Sub-Lessor shall within ninety (90) days after the close of each calendar year during the Term hereof, deliver to Sub-Lessee a written statement (the "Reconciliation Statement") setting forth Sub-Lessee's actual Operating Costs paid or incurred by Sub-Lessor during the preceding year (or such prorated portion of such year if this Sub-Lease commences or terminates on a day other than the first or last day of a year, based on a 365-day year). If the actual Operating Costs shown on the Reconciliation Statement for any year exceed estimated Operating Costs paid by Sub-Lessee to Sub-Lessor pursuant to Section 6.2, Sub-Lessee shall pay the excess to Sub-Lessor as Additional Rent within thirty (30) days after receipt of the Reconciliation Statement. If the Reconciliation Statement shows that actual Operating are less than the estimated Operating Costs paid by Sub-Lessee to Sub-Lessor pursuant to Section 6.3, then the amount of such overpayment shall be credited by Sub-Lessor to the next Additional Rent payable by Sub-Lessee (or refunded to Sub-Lessee in the event of the termination or expiration of this Sub-Lease).
- 6.5. Determinations.** The determination of actual and estimated Operating Costs shall be made by Sub-Lessor in good faith and in conformance with generally accepted accounting principles. Sub-Lessor or its agent shall keep records in reasonable detail showing all expenditures made for Operating Costs. Sub-Lessee shall have the right at its own cost and expense to review and/or inspect Sub-Lessor's records with respect to any Operating Costs shown on Sub-Lessor's annual reconciliation statement provided to Sub-Lessee. Sub-Lessee's review/inspection shall be conducted at Sub-Lessor's main business office, or at such other location as Sub-Lessor may keep its relevant business records, and on a date reasonably agreed upon by Sub-Lessor and Sub-Lessee. Sub-Lessee must provide written notice to Sub-Lessor specifying any and all claims it may have determined in good faith. Sub-Lessee agrees to diligently pursue

its review/inspection of Sub-Lessor's records in order to determine if it concurs or disagrees with Sub-Lessor's statement.

- 6.6. Operating Cost Dispute Resolution.** Except as required by the Washington Public Records Act, ch. 42.56 RCW, and other applicable law, the information and results of any inspection conducted by or on behalf of Sub-Lessee shall be kept confidential by Sub-Lessee. All such inspection(s) shall be at the sole cost and expense of Sub-Lessee, provided that in the event Sub-Lessee's review reasonably determines there is an overcharge of Operating Costs which has not been credited to Sub-Lessee, said overcharge being more than five percent (5%) of Sub-Lessee's share of the Operating Costs, and Sub-Lessor does not contest the Sub-Lessee's results, then Sub-Lessor shall pay Sub-Lessee's reasonable out-of-pocket costs of such inspection, not to exceed Two Thousand Dollars (\$2,000). If Sub-Lessor desires to contest the result of Sub-Lessee's inspection, Sub-Lessor may do so within ten (10) business days of its receipt of the inspection results, by submitting the results of the inspection to binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, to be conducted by a mutually acceptable single arbitrator with not less than ten (10) years experience as a real estate attorney, or a retired judge with experience in commercial real estate litigation and/or leases. Any overcharge or undercharge determined as a result of Sub-Lessee's inspection or by the arbitrator shall be paid by the appropriate party to the other within thirty (30) days after the inspection results are provided to Sub-Lessor or the arbitrator's decision, as applicable. In the case of arbitration, the non-prevailing party shall pay to the prevailing party all attorneys' fees and costs as provided in this Sub-Lease. Nothing in this paragraph shall relieve Sub-Lessee of its obligation under Section 6 to pay Additional Rent without notice, demand, offset or deduction.
- 7. Utilities and Services.** Subject to the provisions of the Master Lease, the Sub-Lessor shall provide electricity, water, sewer, and garbage removal service subject to direct payment by Sub-Lessee if separately metered or subject to reimbursement allocated in accordance with Section 1.1 to Sub-Lessor as Operating Costs and payable as Additional Rent as provided in Section 6.3.
- 8. Parking.** Sub-Lessor shall provide, at Sub-Lessor's sole cost and expense, reserved and unreserved parking for Sub-Lessee's use consistent with Section 1.1.2 of this Sub-lease and as shown on **Exhibit D**.
- 9. Alterations and Maintenance.**
- 9.1.** Sub-Lessee shall not make any alterations or additions to the Premises without the prior written permission of the Sub-Lessor, which consent may be subject to Master Landlord consent but otherwise shall not be unreasonably withheld, conditioned or delayed. Any alterations shall become the property of Sub-Lessor upon termination of the Sub-Lease.

- 9.2.** The Sub-Lessor agrees to keep the Building in which the Premises are located and the Premises in good repair, suitable for use as the purpose so defined in Section 2 of this Sub-Lease, commensurate with good building management practices as defined by the guidelines of the Building Owners and Managers Association. During the Term of this Sub-Lease, and subject to Landlord's responsibilities under the Master Lease, the Sub-Lessor shall repair malfunctioning fixtures, and repair and maintain the structural portions of the Building, including mechanical systems, roofing, as well as landscaping, sidewalks and exterior improvements, parking areas and associated Tenant Improvements caused to be made by Sub-Lessor, and the Premises including, without limitation, the basic plumbing, air conditioning, heating and electrical systems, and garbage removal service unless such repairs are a result of a covered peril under property insurance and subject to Section 20. Sub-Lessor shall also provide janitorial service for the Premises subject to Sub-Lessee's option to provide janitorial service at its own cost and expense. Sub-Lessee shall pay to Sub-Lessor as Additional Rent the reasonable and actual cost of such maintenance and repairs as provided herein as Operating Costs. Sub-Lessor shall not be liable for any failure to make any repairs or to perform any maintenance unless such failure shall persist for thirty (30) calendar days after written notice of the need of such repairs or maintenance is given to Sub-Lessor by Sub-Lessee and unless the failure is related to a critical building system required for the purpose of life, health or safety of the Sub-Lessee. After thirty (30) calendar days the Sub-Lessee may provide an additional thirty (30) day written notice to Sub-Lessor that Sub-Lessee intends to make or cause to be made such repairs as reasonably necessary at Sub-Lessor's cost and expense.
- 10. Signs.** Sub-Lessee, at its sole cost, shall be allowed to install an exterior sign up to the maximum permissible size on façade of the Building. Sub-Lessee's signage shall be subject to reasonable Landlord, Sub-Lessor and municipal approval.
- 11. Fixtures.** Subject to consent of the Landlord, All fixtures attached to the Premises solely by the Sub-Lessee may be removed by the Sub-Lessee at any time provided (a) that the Sub-Lessee shall restore the Premise to their condition prior to the installation of the fixtures, normal wear and tear excepted; (b) the Sub-Lessee shall not then be in default; and (c) that the removal will be made on or before the expiration of the Term or any extension thereof.
- 12. Indemnity and Hold Harmless.**
- 12.1 Sub-Lessee agrees to indemnify and hold Sub-Lessor harmless as provided herein to the maximum extent possible under law. Accordingly, Sub-Lessee agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless Sub-Lessor, its appointed and elected officials, volunteers and employees from and against liability for all claims, demands, suits, causes of action and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Sub-Lessee's exercise of rights and privileges granted by this Sub-Lease, except to the extent of Sub-Lessor's negligence.

12.2 Sub-Lessor agrees to indemnify and hold Sub-Lessee harmless as provided herein to the maximum extent possible under law. Accordingly, Sub-Lessor agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless Sub-Lessee, its appointed and elected officials, volunteers and employees from and against liability for all claims, demands, suits, causes of action and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Sub-Lessor's exercise of rights and privileges granted by this Lease, except to the extent of Sub-Lessee's negligence.

12.3 Where such claims, demands, suits, and judgments result from the concurrent negligence of the parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each party's negligence. Each of the parties agrees that its obligations under this Section 12 extend to any claim, demand, cause of action and judgment brought by, or on behalf of, any of its employees or agents. For this purpose, each of the parties, by mutual negotiation, hereby waives, with respect to each of the other party's only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that any of the parties incurs any judgment, award, and/or cost arising therefrom, including attorney fees, expenses, and costs shall be recoverable from the responsible party to the extent of that party's negligence.

13. Insurance.

13.1. Sub-Lessor acknowledges, accepts, and agrees that Sub-Lessee is a self-insured government entity for its liability exposures. Sub-Lessee shall provide Sub-Lessor with notice of any change in self-insured status within 30 days of electing to cease self-insurance. Upon any change in such self-insured status, Sub-Lessee shall provide Sub-Lessor with proof of liability insurance reasonably acceptable to the other party.

13.2. Sub-Lessee acknowledges, accepts, and agrees that Sub-Lessor is insured through a governmental risk pool for its liability exposures. Sub-Lessor shall provide Sub-Lessee with notice of any change in its status a member of a governmental risk pool within 30 days of the change in status. Upon any change in such status, Sub-Lessor shall provide Sub-Lessee with proof of liability insurance reasonably acceptable to the other party.

13.3. Sub-Lessor shall have no obligation to carry insurance of any kind for the protection of Sub-Lessee's exclusive alterations or improvements paid for by Sub-Lessee; Sub-Lessee's furniture; or on any fixtures, equipment, improvements or appurtenances of Sub-Lessee under this Sub-Lease, and Sub-Lessor shall not be obligated to repair any damage thereto or replace the same unless the damage is caused by or arises out of Sub-Lessor's negligence or failure to perform the duties and obligations under this sublease.

13.4. Sub-Lessor shall carry insurance as required by the Master Lease and shall not be obligated to carry fire or other insurance if Landlord is obligated to carry it under the Master Lease. Sub-Lessor shall be obligated to provide "All Risk" Property insurance on all shared improvements.

13.5. Sub-Lessee shall maintain "All Risk" property insurance in an amount equal to the full replacement value of all its exclusive tenant improvements and personal property located in the Premises.

13.6. In consideration of the duration of this Sub-Lease, the parties agree that the insurance requirements herein, as reasonably required by Sub-Lessor, may be reviewed and adjusted periodically throughout the Term and any extension. Any adjustments made as determined by Sub-Lessor, shall be in accordance with reasonably prudent risk management practices and insurance industry standards and shall be effective upon 90 days written notice by Sub-Lessor.

14. Mediation. Sub-Lessor and Sub-Lessee agree that should any dispute arise concerning this Sub-Lease both parties shall submit to mediation as a condition precedent to initiating any legal action. Sub-Lessor and Sub-Lessee shall each bear their respective costs of mediation.

15. Subletting and Assignment. Sub-Lessee shall not sublet the whole or any part of the Premises, nor assign this Sub-Lease or any interest thereof "Transfer," without the prior written consent of the Sub-Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Sub-Lessor may condition its consent on (a) obtaining any required consent from Landlord; (b) Sub-Lessee satisfying any conditions on the Transfer imposed by Landlord; and (c) such other reasonable conditions that Sub-Lessor may impose. No Transfer shall relieve

Sub-Lessee of any of its rights or obligations under this Sub-Lease notwithstanding Sub-Lessor consent to such Transfer. Consent to any Transfer shall not operate as a waiver of the necessity for Sub-Lessor's consent to any subsequent Transfer. In connection with each request for consent to a Transfer, Sub-Lessee shall pay the reasonable cost of processing same, including attorneys' fees and any cost charged by Landlord for granting its consent under the Master Lease, upon demand of Sub-Lessor. As a condition to the Landlord's and Sub-Lessor's approval, if given, any potential assignee or sub lessee otherwise approved shall assume all obligations of Sub-Lessee under this Sub-Lease and shall be jointly and severally liable with Sub-Lessee and any guarantor, if required, for the payment of Rent and other charges due hereunder and performance of all terms of this Sub-Lease. In connection with any Transfer, Sub-Lessee shall provide Landlord and Tenant with copies of all assignments, subleases, assumption agreements and documents.

16. Damage or Destruction.

16.1. Damage and Repair. If Landlord or Sub-Lessor terminate the Master Lease based on casualty to the property in accordance with the Master Lease, this Sub-Lease shall terminate on the same date. If the Subleased Premises or the portion of the property necessary for Sub-Lessee's occupancy are damaged, destroyed or rendered untenable, by fire or other casualty, Sub-Lessor may, at its option: (a) terminate this Sublease, or (b) restore (or cause Sub-Lessee or Landlord to restore) the Subleased Premises and the portion of the property necessary for Sub-Lessee's occupancy to its previous condition. Provided, however, if such casualty event occurs during the last six (6) months of the Sub-Lease term (after considering any option to extend the term timely exercised by Sub-Lessee) then either Sub-Lessee or Sub-Lessor may elect to terminate this Sub-Lease. If, within sixty (60) days after receipt by Sub-Lessor from Sub-Lessee of written notice that Sub-Lessee deems the Subleased Premises or the portion of the property necessary for Sub-Lessor's occupancy untenable, Sub-Lessor fails to notify Sub-Lessee of its election to restore those areas, or if Sub-Lessor is unable to restore those areas within six (6) months of the date of the casualty event, then Sub-Lessee may elect to terminate this Sublease.

16.2. Restoration. If Sub-Lessor restores the Subleased Premises or the property under this Section 16.2, Sub-Lessor shall proceed with reasonable diligence to complete the work, and the Base Rent shall be abated in the same proportion as the untenable portion of the Subleased Premises bears to the whole Subleased Premises, provided that there shall be a rent abatement only if the damage or destruction of the Subleased Premises or the property did not result solely from, directly or indirectly, the act, fault or neglect of Sub-Lessee, or Sub-Lessee's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees. In the event Sub-Lessee its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees contributed to the untenable state of the Premises, the rent abatement will bill be further apportioned based on the percentage of fault the Sub-Lessor, in its reasonable discretion, attributes to the Sub-Lessee. Provided, if Sub-Lessor complies with its obligations under this Section 16.2, no damages, compensation or claim shall be payable by Sub-Lessor for inconvenience, loss of business or

annoyance directly, incidentally or consequentially arising from any repair or restoration of any portion of the Subleased Premises or the property. Should Sub-Lessor fail to restore the Subleased Premises within 180 days of the casualty, Sub-Lessee may elect to terminate this Sub-Lease upon written notice to Sub-Lessor, and the parties shall have no further rights or obligations to one another except for those expressly meant to survive termination.

- 17. Liens.** Sub-Lessor and Sub-Lessee shall keep the Premises and the building in which the Premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by Sub-Lessee or Sub-Lessor and each shall indemnify and hold harmless the other from and against all liabilities, losses, damages and costs (including reasonable attorney fees and costs) incurred in connection with any such lien.

18. Right of Entry.

- 18.1.** Sub-Lessor reserves and shall at any and all reasonable times have the right to enter the Premises, inspect the same, supply janitorial service and any other service to be provided by the Sub-Lessor to Sub-Lessee hereunder, to show the Premises to prospective purchasers or Sub-Lessee, and to repair the Premises and any portion of the Building of which the Premises or any area of nonexclusive use are a part and may for the purpose erect scaffolding and other necessary structures when reasonably required by the character of the work performed, all as providing that the entrance to the Premises shall not be blocked thereby, and further providing that the business of Sub-Lessee shall not be interfered with unreasonably. Except for emergencies, Sub-Lessor shall give reasonable notice before entry to repair the Premises at an agreed upon time with the Sub-Lessee, which shall not be unreasonably withheld.
- 18.2.** For each of the aforesaid purposes, Sub-Lessor shall at all times have and retain a key with which to unlock all of the doors, in, upon, and about the Premises, excluding Sub-Lessee's vaults, safes, and files, and Sub-Lessor shall have the right to use any and all means which Sub-Lessor may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Sub-Lessee except for any failure to exercise due care for Sub-Lessee's property. Any entry to the Premises obtained by Sub-Lessor by any of said means or otherwise shall not under any circumstances be construed or deemed to be forceful or unlawful entry into, or a detainer of the Premises, or an eviction of Sub-Lessee for the Premises or any portion thereof provided said entry relates to emergency purposes as aforesaid.

19. Hazardous Substances.

- 19.1.** Sub-Lessor and Sub-Lessee mutually agree that no generation, use, release, handling, transportation, treatment or storage of Hazardous Substances (as defined in Section 19.2) exist on the Premises, except as specifically identified on the attached **Exhibit E**. The Sub-Lessee shall remain solely responsible for any liabilities arising from the use and storage of the substances identified in **Exhibit E**. Upon the execution of this Sub-Lease, if Sub-Lessor or Sub-Lessee subsequently discovers the existence of Hazardous Substances on the Premises, Sub-Lessor and Sub-Lessee shall disclose to each other this

material fact and act within full compliance of all applicable laws, regulations and safety practices governing Hazardous Substances. Sub-Lessor and Sub-Lessee further mutually agree that in any and all causes of action and/or claims, or third-party claims, arising under the terms, activities, use and/or operations of this Sub-Lease, each party shall be responsible, to the extent of each other's comparative fault in causing the alleged damages or injuries. Notwithstanding Section 20 (below), each party agrees to indemnify, defend and hold harmless Sub-Lessor or Sub-Lessee, its appointed and elected officials, employees, from and against any and all claims, liabilities, damages, and expenses, including reasonable attorney's fees, asserted against Sub-Lessor or Sub-Lessee by a third party, including without limitation, any agency or instrumentality of the federal government, state or local government, for bodily injury, including death of a person, physical damage to or loss of use of property, or clean-up activities (including but not limited to investigation, study, response, remedial action, or removal), fines or penalties arising out of or relating to the presence, release, or threat of release of a Hazardous Substance existing or emanating from the Premises, except that which existed or emanated from the Premises prior to Sub-Lessee's possession of the Premises or to the extent caused by the act or omission of Sub-Lessor, Sub-Lessee, or another past or future occupant of the Subleased Premises. Sub-Lessor's and Sub-Lessee's obligations under this Section 19 shall survive the expiration or other termination of this Sub-Lease.

19.2. Definition of Hazardous Substances: "Hazardous Substances" as defined in this Sub-Lease shall mean:

19.2.1.Any toxic substances or waste, sewage, petroleum products, radioactive substances, medicinal, bacteriological, or disease-producing substances; or

19.2.2.Any dangerous waste, hazardous waste, or hazardous substance as defined in:

- a. Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereinafter amended (42 U.S.C. § 9610 et seq.);
- b. Resource Conservation and Recovery Act, as now or hereafter amended (42 U.S.C. § 6901 et seq.);
- c. Washington Model Toxics Control Act, as now or hereinafter amended (R.C.W. Chs. 70.105, 70.105A and 70.105D); or

19.2.3.Any pollutant, contaminants, substances, as defined above, posing a danger or threat to public health or welfare, or to the environment, which are regulated or controlled by any federal, state and local laws, and regulation, as now or hereafter amended.

20. Waiver of Subrogation. Sub-Lessor and Sub-Lessee agree that they shall not make a claim against or seek recovery from the other for any loss or damage to their property, or the property of others, resulting from fire or other hazards covered by fire insurance and each hereby releases the other from any such claim or liability regardless of the cause of such loss or

damage so covered by insurance. In the event of any increased cost or impairment of ability to obtain such insurance, the party suffering such increased cost or impairment may terminate such waiver and release upon written notice to the other party hereto. Such waiver is conditioned upon the parties having had their respective insurance companies issue a policy or endorsement providing that the waiver or release of subrogation rights shall not adversely affect or impair such policies or recovery by the insured thereunder.

- 21. Eminent Domain.** Should the Premises or any portion thereof be taken for public use by right of eminent domain with or without litigation, any award for compensation and/or damages, whether obtained by agreement prior to or during the time of trial, or by judgment or verdict after the trial, applying to the leasehold estate created hereby other than that portion of said award, if any, based upon a taking of the Sub-Lessee's leasehold Improvements or fixtures, shall belong and be paid to Sub-Lessor, and Sub-Lessee hereby assigns, transfers, and sets over to Sub-Lessor all of the right, title, and interest which it might otherwise have therein. In the event that the portion of the Premises so taken shall be more than twenty-five percent (25%) of the entire area leased by Sub-Lessee, Sub-Lessee shall have the option, to be exercised by written notice given to Sub-Lessor within thirty (30) days after the date of notice of taking, to terminate this Sub-Lease or relocate. If either less or more than twenty-five percent (25%) of the Premises is taken and the Sub-Lessee does not elect to terminate as herein provided, the rental thereafter to be paid shall be reduced in the same proportion as the amount of leased floor space is reduced by such taking, and Sub-Lessor shall make such reconstruction of the Premises as may be required.
- 22. Default.** Following the Commencement Date, the occurrence of any one or more of the following events shall constitute a "Default" by Sub-Lessee and shall give rise to Sub-Lessor's remedies set forth in Section 23 (below): (i) failure to pay when due all or any portion of Rent or Additional Rent, if the failure continues for three (3) business days after written notice to Tenant; (ii) failure to observe or perform any term or condition of this Sub-Lease other than the payment of Rent or Additional Rent, unless such failure is cured within a reasonable period of time following notice thereof, but in no event more than thirty (30) days following notice from Sub-Lessor (provided, if the nature of Sub-Lessee's failure is such that more time is reasonably required in order to cure, Sub-Lessee shall not be in Default if Sub-Lessee commences to cure promptly and thereafter diligently prosecutes such cure to completion); (iii) failure to cure immediately upon notice thereof any condition which is hazardous or interferes with the operation or leasing of the Property, or may cause the imposition of a fine, penalty or other remedy on Sub-Lessor or its agents or affiliates; (iv) abandonment and vacation of the Premises (failure to occupy and operate the Premises for ten (10) consecutive days); (v) any action or non-action that results in Sub-Lessor being in default under the Master Lease. The occurrence of any of the aforementioned events of Default shall not under any circumstance excuse or relieve Sub-Lessee from any of its obligations under this Sub-Lease, including payment of Rent and Additional Rent pursuant to Sections 5 and 6.
- 23. Default Remedies.**

- 23.1.** If Sub-Lessee defaults on its obligations as provided in Section 22, Sub-Lessor shall have the right without notice or demand (except as provided in Section 22) to pursue any of its rights or remedies at law or in equity which shall be cumulative with and in addition to any other right or remedy allowed under this Sub-Lease. Sub-Lessor may elect to terminate this Sub-Lease and Sub-Lessee's right to possession, at any time following a Default and upon sixty (60) days written notice to Sub-Lessee.
- 23.2.** In the event of any such reentry by Sub-Lessor, Sub-Lessor may, at Sub-Lessor's option, require Sub-Lessee to remove from the Premises any of Sub-Lessee's property located thereon. If Sub-Lessee fails to do so, Sub-Lessor shall not be responsible for the care or safekeeping thereof and may remove any of the same from the Premises and place the same elsewhere in the Building or in storage in a public warehouse at the cost, expense and risk of Sub-Lessee with authority to the warehouseman to sell the same in the event that Sub-Lessee shall fail to pay the cost of transportation and storage. In any and all such cases of reentry Sub-Lessor may make any repairs in, to or upon the Premises which may be necessary, desirable or convenient, and Sub-Lessee hereby waives any and all claims for damages which may be caused or occasioned by such reentry or to any property in or about the Premises or any part thereof.
- 23.3.** Forbearance by Sub-Lessor to enforce one or more remedies shall not constitute a waiver of any Default.

24. Default by Sub-Lessor and Sub-Lessee's Remedies.

- 24.1.** Sub-Lessor's failure to perform or observe any of its obligations under this Sub-Lease or to correct a breach of any warranty or representation made in this Sub-Lease within thirty (30) days after receipt of written notice from Sub-Lessee setting forth in reasonable detail the nature and extent of the failure referencing pertinent Sub-Lease provisions or if more than thirty (30) days is required to cure the breach, Sub-Lessor's failure to begin curing within the thirty (30) day period and diligently prosecute the cure to completion, shall constitute a default.
- 24.2.** If Sub-Lessor commits a default that materially affects Sub-Lessee's use of the Premises, and Sub-Lessor has failed to commence to cure such default within thirty (30) days (or such shorter time as is commercially reasonable in the case of an emergency threatening imminent harm to persons or property), Sub-Lessee may, without waiving any claim for damages for breach of agreement, thereafter cure the default for the account of the Sub-Lessor. Such notice shall include notice of Sub-Lessee's plans to undertake the cure if Sub-Lessor does not do so within thirty (30) days (or less as provided above). The reasonable cost of such cure shall be deemed paid or incurred for the account of Sub-Lessor, and Sub-Lessor shall reimburse Sub-Lessee for these costs. Sub-Lessor shall reimburse Sub-Lessee within thirty (30) days after completion of the cure and invoice to Sub-Lessor itemizing the costs of cure. If Sub-Lessor disputes either the necessity of the cure or the cost thereof, the matter shall be settled by arbitration administered by the American Arbitration Association in

accordance with its Rules for the Real Estate Industry before a single neutral arbitrator of the American Arbitration Association sitting in Seattle, Washington. The arbitrator shall be a person having at least ten (10) years' experience and knowledge about commercial leasing and property management. The arbitration shall be held within sixty (60) days of Sub-Lessor notifying Sub-Lessee it disputes Sub-Lessee's cure. The costs of the arbitrator shall be shared equally by the Parties. The prevailing party shall be entitled to an award of reasonable attorney's fees. The arbitrator's award shall be final and binding on the Parties.

- 25. Holding-Over.** If, with Sub-Lessor's written consent, which such consent may be subject to Master Landlord consent but otherwise shall not be unreasonably withheld, Sub-Lessee holds possession of the Premises after the Term of this Sub-Lease or any extension thereof, Sub-Lessee shall become a Sub-Lessee from month-to-month upon the terms herein specified, but at a monthly rent equivalent to 125% of the then prevailing rent payable by Sub-Lessee at the expiration of the term of this Sub-Lease or any extension thereof and subject to the continued application of all of the provisions of paragraphs five and six herein, payable in advance on the first day of each month.
- 26. Surrender of Premises.** At the end of the term of this Sub-Lease or any extension thereof or other sooner termination of this Sub-Lease, Sub-Lessee will peaceably deliver up to Sub-Lessor possession of the Premises in the same condition as received on the Commencement Date, except for ordinary wear and tear and damage by fire, earthquake, or force majeure, and Sub-Lessee will deliver all keys to the Premises to the Sub-Lessor. In addition, Sub-Lessee at Sub-Lessee's expense will remove Sub-Lessee's goods and effects and trade fixtures, and those of all persons claiming under Sub-Lessee, and Sub-Lessee will repair any damage resulting from such removal.
- 27. Costs and Attorney's Fees.** If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this Sub-Lease, a legal action is instituted, the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this Sub-Lease will be in Superior Court of King County, Washington.
- 28. Successors and Assigns.** All of the agreements, conditions and provisions of this Sub-Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Sub-Lessor and Sub-Lessee.
- 29. Quiet Enjoyment.** Sub-Lessor covenants and agrees that Sub-Lessee, upon performance of all Sub-Lessee's obligations under this Sub-Lease, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Sub-Lease without disturbance by Sub-Lessor or by any person having title paramount to Sub-Lessor's title or by any person claiming under Sub-Lessor, subject to the other terms and provision of this Sub-Lease and subject to all underlying leases and other underlying matters of record to which this Sub-Lease is or may become subject.

30. Notices. All notices by either party to the other shall be in writing and may be delivered personally or by certified or registered mail to the following addresses:

To Sub-Lessee: King County Real Estate Services Section
500 Fourth Avenue, Suite 830
Seattle, WA 98104-3279

And to: Office of the King County Prosecuting Attorney
Civil Division
Attn: Timothy Barnes
W400 King County Courthouse
516 Third Ave
Seattle, WA 98104
Fax: 206-296-1091

To Sub-Lessor: Kent Fire Department Regional Fire Authority
Attn: Support Services Division Chief
24611 116th Ave. S
Kent, WA 98030
Fax: 253-856-6300

or at such other address as either party may designate to the other in writing from time-to-time.

31. Time. Time is of the essence of this Sub-Lease and of each and all of the agreements, conditions, and provisions herein.

32. Entire Agreement. This Sub-Lease contains all covenants and agreements between Sub-Lessor and Sub-Lessee relating in any manner to the leasing, occupancy and use of the Premises and Sub-Lessee's use of the Building and other matters set forth in this Sub-Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Sub-Lease shall not be altered, modified or added to except in writing signed by Sub-Lessor and Sub-Lessee.

33. Interpretation - State Law. The titles to paragraphs of this Sub-Lease are for convenience only and shall have no effect upon the construction or interpretation of any part hereof. This Sub-Lease shall be governed by the laws of the State of Washington. Any action at law between Sub-Lessor and Sub-Lessee shall be filed in the superior court of King County, Washington.

34. Severability. The unenforceability, invalidity, or illegality of any provision of this Sub-Lease shall not render the other provisions unenforceable, invalid or void.

35. Addenda. Any addendum attached hereto and either signed or initialed by the Sub-Lessor and Sub-Lessee shall be deemed a part hereof.

36. Anti-Discrimination. Lessor shall not discriminate on the basis of race, color, marital status,

national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Ch. 12.16.125. Lessor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Lease and may result in ineligibility for further agreements with King County.

37. MASTER LEASE.

37.1. Receipt and Acknowledgment. Sub-Lessor represents to Sub-Lessee: (a) that Sub-Lessor has delivered to Sub-Lessee a full and complete copy of the Master Lease and all other agreements between Landlord and Sub-Lessor relating to the leasing, use, and occupancy of the Subleased Premises (which may contain redacted business terms) and (b) that Sub-Lessor has received no uncured default notice from Landlord under the Master Lease. Sub-Lessor shall not agree to an amendment to the Master Lease which would have an adverse effect on Sub-Lessee's occupancy of the Subleased Premises or its use of the Subleased Premises for their intended purpose, without obtaining Sub-Lessee's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed. Sub-Lessee represents that it has read and is familiar with the terms of the Master Lease.

37.2. Master Lease Priority. This Sublease is subject and subordinate to the Master Lease except for those provisions of the Master Lease which are directly contradicted by this Sublease in which event the Master lease is subject and subordinate to the Sublease. If the Master Lease terminates, this Sublease shall terminate. Sub-Lessor and Sub-Lessee shall not, by their omission or act, do or permit anything to be done which would cause a default under the Master Lease. If the Master Lease terminates or is forfeited as a result of a default or breach by Sub-Lessor or Sub-Lessee under this Sublease and/or the Master Lease, then the defaulting party shall be liable to the non-defaulting party for the damage suffered as a result of such termination or forfeiture. Sub-Lessor shall exercise due diligence in attempting to cause Landlord to perform its obligations under the Master Lease for the benefit of the Sub-Lessee.

IN WITNESS WHEREOF, the Sub-Lessor and Sub-Lessee have executed this Sub-Lease on the dates specified below.

SUB-LESSOR:

Kent Fire Department Regional Fire Authority

SUB-LESSEE:

King County

By: _____

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Tim Barnes, Senior Deputy
Prosecuting Attorney

**APPROVED BY CUSTODIAL
AGENCY:**

By: _____

Date: _____

STATE OF WASHINGTON)

) ss

COUNTY OF KING)

I certify that _____ signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Date:

NOTARY PUBLIC in and for the State of
Washington residing at _____.
My appointment expires _____.

STATE OF WASHINGTON)

) ss

COUNTY OF KING)

On this day personally appeared before me Jim Schneider, to me known to be the Chief of the Kent Fire Department Regional Fire Authority that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal

corporation for the uses and purposes therein mentioned and that he was authorized to execute the said instrument.

GIVEN under my hand and official seal this _____, day of _____, 20 ____.

NOTARY PUBLIC in and for the State of
Washington residing at _____.
My appointment expires _____.

LANDLORD CONSENT

THIS LANDLORD CONSENT TO SUBLEASE "Consent Agreement" is entered into as of the ____ day of _____ 2014, by and among **H-P Properties/Kent Office LLC**, a Washington limited liability company, "Landlord," **Kent Fire Department Regional Fire Authority ("KRFA")**, a municipal corporation "Sub-Lessor or "Sublandlord" and **King County**, a political subdivision of the State of Washington "Sub-Lessee."

RECITALS:

- A. Landlord, as landlord, and Sublandlord, as tenant, are parties to that certain lease agreement dated March 17, 2014 "Lease" pursuant to which Landlord has leased to Sublandlord certain premises containing approximately 23,805 rentable square feet (the "Premises") as described in the Master Lease the "Building".
- B. Sublandlord and Sub-Lessee are about to enter into the foregoing sublease agreement pursuant to which Sublandlord has agreed to sublease to Sub-Lessee approximately 8,228 rentable square feet more fully described in Exhibit A of the Sublease (the "Sublet Premises") constituting part of the Premises.
- C. Sublandlord and Sub-Lessee have requested Landlord's consent to the Sublease.
- D. Landlord has agreed to give such consent upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the foregoing preambles which by this reference are incorporated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby consents to the Sublease subject to the following terms and conditions, all of which are hereby acknowledged and agreed to by Landlord, Sublandlord and Sub-Lessee:

- 1. **Lease.** The parties agree that the Sublease is subject and subordinate to the terms of the Lease, and all terms of the Lease, other than Sublandlord's obligation to pay Rent, are incorporated into the Sublease. In no event shall the Sublease or this Consent Agreement be construed as granting or conferring upon the Sublandlord or the Sub-Lessee any greater rights than those contained in the Lease nor shall there be any diminution of the rights and privileges of the Landlord under the Lease, nor shall the Lease be deemed modified in any respect.
- 2. **Insurance and Indemnification.** Landlord carries All-Risk Fire Insurance on the Building and Landlord and Sub-Lessee each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of the loss or damage. Sub-Lessee, shall, upon obtaining the policies of insurance required under this Lease, give notice to its

insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Consent to Sublease.

SUB-LESSOR:

Kent Fire Department Regional Fire Authority

By: _____

Date: _____

SUB-LESSEE:

King County

By: _____

Date: _____

LANDLORD:

H-P Properties/Kent Office LLC

By: _____

Date: _____

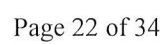


EXHIBIT B

LEGAL DESCRIPTION MASTER PREMISES

PARCEL NUMBER:

NAME: Northwest Corporate park

SITE ADDRESS: 20811 84th Avenue South, Kent WA 98032

LEGAL DESCRIPTION:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

PARCEL A:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER;

THENCE SOUTH 88°14'25" EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 40 FEET;

THENCE SOUTH 00°55'22" WEST A DISTANCE OF 140 FEET;

THENCE SOUTH 89°04'38" EAST A DISTANCE OF 933.63 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 00°55'22" EAST A DISTANCE OF 60.0 FEET;

THENCE SOUTH 89°04'38" EAST A DISTANCE OF 321.29 FEET TO THE WEST MARGIN OF 84TH AVENUE SOUTH AS ESTABLISHED BY DEED RECORDED UNDER RECORDING NUMBER 7906130667;

THENCE SOUTH 01°13'42" WEST ALONG SAID MARGIN A DISTANCE OF 60 FEET;

THENCE NORTH 89°04'38" WEST A DISTANCE OF 321.29 FEET TO THE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER;

THENCE NORTH 88°14'25" WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 30 FEET TO THE FORMER WEST MARGIN OF 84TH AVENUE SOUTH;

THENCE SOUTH 01°13'42" WEST ALONG THE SAID FORMER WEST MARGIN A DISTANCE OF 121.56 FEET;

THENCE NORTH 89°04'38" WEST A DISTANCE OF 4.00 FEET TO THE WEST MARGIN OF 84TH AVENUE SOUTH AS ESTABLISHED BY DEED RECORDED UNDER RECORDING NUMBER 7906130914 AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°04'38" WEST A DISTANCE OF 365.03 FEET;

THENCE SOUTH 03°27'21" EAST A DISTANCE OF 127.58 FEET;

THENCE SOUTH 00°55'22" WEST A DISTANCE OF 561.58 FEET;

THENCE SOUTH 89°04'38" EAST A DISTANCE OF 18.61 FEET;

THENCE SOUTH 00°55'22" WEST A DISTANCE OF 60.64 FEET;

THENCE SOUTH 89°04'38" EAST A DISTANCE OF 321.71 FEET TO THE WESTERLY MARGIN OF 84TH AVENUE SOUTH AS ESTABLISHED BY DEED RECORDED UNDER RECORDING NUMBER 8003120368

THENCE NORTHERLY ALONG SAID WEST MARGIN OF 84TH AVENUE SOUTH TO THE POINT OF BEGINNING.

PARCEL C:

AN EASEMENT FOR INGRESS AND EGRESS, AS ESTABLISHED BY EASEMENT AGREEMENT RECORDED UNDER RECORDING NUMBER 20001003001428, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1 AND OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, ALL IN TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12;
THENCE SOUTH 88°14'29" EAST 40.00 FEET ALONG THE NORTH LINE THEREOF;
THENCE SOUTH 00°55'22" WEST 140.00 FEET;
THENCE SOUTH 89°04'38" EAST 933.63 FEET;
THENCE NORTH 00°55'22" EAST 60.00 FEET;
THENCE SOUTH 89°04'38" EAST 209.53 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 00°55'22" EAST 14.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 100.00 FEET (A RADIAL LINE TO SAID BEGINNING BEARS NORTH 70°41'07" WEST);
THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY 106.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61°03'54";
THENCE NORTH 80°22'47" EAST 24.72 FEET;
THENCE SOUTH 89°34'37" EAST 11.43 FEET TO THE WEST MARGIN OF 84TH AVENUE SOUTH (EAST VALLEY HIGHWAY);
THENCE SOUTH 00°55'22" WEST 24.93 FEET ALONG SAID WEST MARGIN TO AN ANGLE POINT THEREIN;
THENCE SOUTH 01°13'41" WEST 27.32 FEET ALONG SAID WEST MARGIN;
THENCE NORTH 85°28'08" WEST 11.27 FEET;
THENCE SOUTH 80°37'00" WEST 10.33 FEET;
THENCE SOUTH 59°37'41" WEST 22.82 FEET;
THENCE SOUTH 03°57'20" WEST 20.963 FEET TO A POINT WHICH BEARS SOUTH 89°04'38" EAST FROM THE TRUE POINT OF BEGINNING;
THENCE NORTH 89°04'38" WEST 70.16 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT C
Workletter Agreement

This **WORKLETTER AGREEMENT** (the "Workletter") is attached to and made a part of that certain Sub-Lease Agreement (the "**Sub-Lease**") between **The Kent Fire Department Regional Fire Authority** (hereinafter called Sub-Lessor), and **King County**, a political subdivision of the State of Washington (hereinafter called Sub-Lessee):

The purpose of this Workletter is to set forth how the Tenant Improvements to the Premises are to be constructed and designed, who will be responsible for constructing and designing the Tenant improvements, and who will pay for the construction and design of the Tenant Improvements. Sub-Lessor and Sub-Lessee agree as follows:

1. Defined Terms. Unless the context otherwise requires, terms used in this Workletter shall have the same meaning as such terms in the Sub-Lease. Notwithstanding the foregoing, the following capitalized terms shall have the meanings set forth below.

"**Architect**" means Sub-Lessor's contract architect as approved by Sub-Lessee.

"**Budget**" has the meaning set forth in Paragraph 2 of this Workletter.

"**Building Standard**" means the standard materials, finishes and workmanship to be used in the design, construction and installation of Tenant improvements in the Building.

"**Business Day**" means any day other than a Saturday, Sunday or other day on which United States national banks in Seattle, Washington are authorized or required by law to be closed for business.

"**Construction Contract**" means the contract between Sub-Lessor and Contractor for the construction and installation of the Tenant Improvements.

"**Project Management Fee**" means a fee of \$25,000 payable by Sub-Lessee to Sub-Lessor for managing the projects identified in this Workletter Agreement.

"**Contractor**" means the general contractor selected by Sub-Lessor and approved in writing by Sub-Lessee for purposes of completing the Tenant Improvements.

"**Design Agreement**" or "MOU" means that certain agreement entitled "Memorandum of Understanding between King County and Kent Fire Department Regional Fire Authority " executed on May 8, 2014 providing for Sub-Lessor to commence the design of the Tenant Improvements subject to Sub-Lessee's reimbursement of Sub-Lessor's costs as provided therein.

"**Costs of the Work**" means all costs of completing the Work, including the Contractor's fees, sales taxes, utilities, permits and all other reasonable costs incurred by Sub-Lessor in connection with the construction of the Tenant Improvements as provided in this Workletter.

"**Sub-Lessee Delay**" means any delay, with the exception of force majeure incidents and

those beyond the reasonable control of Sub-Lessee, that Sub-Lessor may encounter in the performance of the Work as a result of (i) changes in or additions to the Interior Drawings which are requested by Sub-Lessee after the Interior Drawings have been approved pursuant to Section 2 below, or any changes to the Budget or the Work Schedule after the Budget and the Work Schedule have been approved pursuant to Section 4 below; (ii) delays by Sub-Lessee in the timely submission of information (including its approval of the Interior Drawings, the Budget or the Work Schedule) within the time periods provided for in this Workletter, or the giving of authorizations or approvals within any time limits set forth in this Workletter or the Work Schedule; (iii) delays due to the postponement of any of the Work at the request of Sub-Lessee; or (iv) delays otherwise attributable to the acts or omissions of Sub-Lessee or its employees, agents or contractors.

"Sub-Lessee's Representative" means the individual designated by Sub-Lessee as its Tenant Improvement representative pursuant to Paragraph 10 of this Workletter.

"Preliminary Budget" means the preliminary budget for the Work attached hereto as Exhibit C-1 which shall be the basis for the preparation of the Budget. King County will provide Exhibit C-1.

"Preliminary Space Plan" means the space plan attached hereto as Exhibit A to the Sublease which shall be the basis for the preparation of the Interior Drawings.

"Interior Drawings" means all plans, specifications and drawings necessary to obtain the proper permits and construct the Tenant Improvements to the Premises, which shall include all construction documents, and mechanical, electrical and plumbing drawings necessary to construct the Tenant Improvements, which Interior Drawings shall be prepared, subject to Sub-Lessee's approval, in accordance with Paragraph 2 of this Workletter.

"Proportionate Share" means Sub-Lessor's 44% share and Sub-Lessee's 56% share of the design and permitting costs; Sub-Lessor's 50% share and Sub-Lessee's 50% share of the construction of the shared spaces, as shown in Exhibit A to the Sub Lease; and Sub-Lessor's 100% share of its exclusive Construction Costs and Sub-Lessee's 100% share of its exclusive Construction Costs as shown in Exhibit A to the Sub Lease.

"Substantially Complete" and **"Substantial Completion"** mean the Work is complete to the extent that Sub-Lessee may reasonably use and occupy the Premises for the purpose for which the same were intended, subject to minor details of construction and mechanical adjustments that remain to be completed by Sub-Lessor ("punchlist items"), as evidenced by issuance of a Certificate of Substantial Completion (AIA Document G704) executed by the Architect stating that the Work as provided in the Construction Contract is sufficiently complete and in substantial accordance with the Construction Contract, and issuance of a certificate of occupancy (or other substantially equivalent governmental approval permitting the occupancy of the Premises by Sub-Lessee) by the local governmental authority.

"Tenant Improvements" means those certain initial improvements to the Premises described in the Interior Drawings as the same may be modified pursuant to Section 8 below,

including all items of Work, labor and materials, that are utilized directly or indirectly in altering, repairing, improving, adding to, modifying or otherwise changing the Premises.

"Tenant Improvement Options and Alternatives" means those certain additional Tenant Improvements to the Premises requested by the Sub-Lessee to be included in the approved Interior Drawings and the approved Budget, subject to reimbursement by Sub-Lessee to Sub-Lessor as provided in Section 6.

"Construction Costs" means the construction and other construction related costs associated with the Tenant Improvements.:

"Work" means the design, permitting and construction of the Tenant Improvements in accordance with the Interior Drawings.

"Work Schedule" has the meaning set forth in Section 4 of this Workletter.

2. **Preparation and Approval of Interior Drawings:** Sub-Lessor and Sub-Lessor's Architect have previously contracted to commence the design of Tenant Improvements subject to Sub-Lessee's reimbursement of Sub-Lessor's costs pursuant to the Design Agreement.

Sub-Lessor and Sub-Lessee have approved the Preliminary Space Plan. Promptly after the mutual acceptance of the MOU and this Workletter, Sub-Lessor and Sub-Lessee will meet with Architect to prepare the Interior Drawings based on the Preliminary Space Plan and this Workletter. Sub-Lessee agrees to provide Architect with such information as Architect may request so that Architect can prepare the Interior Drawings. The Interior Drawings and Construction Cost estimate shall be prepared by Architect and submitted to Sub-Lessee and Sub-Lessor for their review and approval. Sub-Lessee shall have ten (10) Business Days after receiving the Interior Drawings to approve the Interior Drawings and Construction Cost estimate, or disapprove them and provide Sub-Lessor and Architect with its comments. Upon receipt of Sub-Lessee's comments, Sub-Lessor will cause Architect to revise the Interior Drawings and Construction Cost estimate, and resubmit the Interior Drawings and Construction Cost estimate to Sub-Lessee and Sub-Lessor. Sub-Lessee shall have five (5) Business Days after receiving the revised Interior Drawings and Construction Cost estimate to either approve the revised Interior Drawings, or disapprove the revised Interior Drawings and Construction Cost estimate and provide Sub-Lessor with its comments. The process outlined in the preceding two sentences shall be repeated until Sub-Lessor and Sub-Lessee have mutually agreed on the Interior Drawings and the project's construction Budget. The parties are mutually committed to completing the Interior Drawings and construction budget by the goal date of May 24, 2014. Sub-Lessee agrees that Sub-Lessee's failure to meet the Sub-Lessee time frames outlined above shall constitute a Sub-Lessee Delay.

3. **Tenant Improvements:** Tenant Improvements shall include, but not be limited to the following:

- Installation of new shower facilities.
- Reconfiguration of partitions to meet user program needs.

- Modifications to the acoustic ceiling grid and tiles as required by the reconfiguration of partitions.
- Modifications to the interior ductwork as required by the reconfiguration of partitions. Alterations to HVAC system to meet current energy and indoor air quality code and standards.
- Modification and installation of new high efficiency lighting as required by the reconfiguration of partitions. Existing lighting will be reused to the extent possible except where new fixtures are required to meet code requirements, where required for remediation of hazardous materials, or where new fixtures are selected.
- Installation of new doors to meet user program needs.
- Demolition of floor coverings throughout the Tenant space.
- Installation of new flooring to be installed throughout the Tenant space.
- Installation of additional electrical receptacles, low voltage wiring, and data cabling to accommodate Tenant's layout.
- Modification to building standard sprinkler system to serve the reconfigured spaces.
- All demising walls are existing.
- New interior walls and columns will receive 5/8" gypsum drywall taped, spackled, sanded, and painted.
- All fire protection and life safety equipment within the Premises as required to meet current codes.
- The Building's envelope modifications such as the installation of a new exterior door shall meet current Washington State Energy Code requirements. No other envelope modifications are planned, and the existing perimeter wall will remain as is unless required by code.

4. **Sub-Lessor's Contractor and Construction Bids:** Sub-Lessor is subject to public bidding and public work requirements under Washington State Law. Sub-Lessor shall comply with such laws in procuring and selecting the General Contractor. Promptly after approval of Interior Drawings, Sub-Lessor will provide Sub-Lessee with Sub Lessor's bid package which shall be based on the approved Interior Drawings and shall include a Work Schedule. Sub-Lessor shall have five (5) Business Days to approve or request changes to bid package and Work Schedule. Once Sub-Lessee has approved the bid package and Work Schedule, Sub-Lessor will proceed with a public bidding process.

5. **Construction of Tenant Improvements:** Sub-Lessor shall provide Sub-Lessee with copies of all bids received and shall identify the lowest responsible bid. Sub-Lessee shall have five (5) Business days in which to comment or raise any objections to the bids for consideration by the Sub-Lessor and approve or reject the lowest responsible bid. In the event the Sub-Lessee rejects the lowest responsible bid identified by Sub-Lessor, Sub-Lessee shall document the basis for its rejection in writing and provide such documentation to Sub-Lessee. Sub-Lessor shall award the contract to the lowest responsible bidder that is approved by Sub-Lessee and Sub-Lessor will enter into the Construction Contract with Contractor and will cause

the Tenant Improvements to be constructed in accordance with the Interior Drawings, as the same may be revised in accordance with Section 8 below.

6. **Amounts Payable by Sub-Lessee:** Sub-Lessor and Sub-Lessor's Architect have previously contracted to commence the design of the Tenant Improvements subject to Sub-Lessee's reimbursement of Sub-Lessor's costs pursuant to the Design Agreement. Sub-Lessee shall pay Sub-Lessor for its Proportionate Share of all approved Construction Costs and the full amount of the Project Management Fee. Sub-Lessor shall forward Sub-Lessor's invoices for approved Construction Costs including, without limitation, copies of invoices and other documentation reasonably requested by Sub-Lessee, for payment by Sub-Lessee on a monthly basis as bills are presented by vendors and in advance of the Commencement Date. Sub-Lessee shall pay all invoiced amounts within thirty (30) days of receipt of the invoice. If Sub-Lessee fails to pay when due any invoiced amounts which Tenant is obligated to pay under the terms of this Workletter, the unpaid amounts shall bear interest at the annual rate of twelve percent (12%). In no event shall the Budget for costs of Tenant Improvements, exceed the mutually agreed upon Construction Costs unless the cost overruns are attributable to Sub-Lessee Delays or Sub-Lessee change orders and Sub-Lessee shall be informed in writing prior to such delay and prior to awarding a requested change order that such delays and change orders will result in a cost overrun, and in what magnitude.

7. **Acceptance of the Premises; Effect of Sub-Lessee Delays:**

(a) Sub-Lessor will notify Sub-Lessee when the Tenant Improvements are Substantially Complete. Within three (3) Business Days after receiving such notice, and prior to move-in of any furniture, fixtures or equipment, Sub-Lessee shall inspect the Premises for any deficiencies in the Work. A "punchlist" of all the deficiencies in the Work shall be prepared and agreed upon by both Sub-Lessor and Sub-Lessee. Sub-Lessor will correct defective items stated in the punchlist which are the responsibility of Sub-Lessor or the Contractor. If Sub-Lessee does not so provide Sub-Lessor with a punchlist prior to occupying the Premises, Sub-Lessee shall be deemed to have accepted the Premises and the Tenant Improvements in their then present condition, except for latent defects not reasonably discoverable upon an inspection of the Premises. The existence of minor punchlist items shall not postpone the Commencement Date of the Sub-Lease or result in a delay or abatement of Sub-Lessee's obligation to pay Base Rent and Additional Rent or give rise to a damage claim against Sub-Lessor. Sub-Lessor agrees to complete all punchlist items which are Sub-Lessor's or the Contractor's responsibility within thirty (30) calendar days after receiving the final punchlist (or longer if reasonably necessary subject to Sub-Lessor's prompt initiation of the completion of said punchlist items and continuing good faith efforts to expeditiously and continuously complete said punchlist items). Sub-Lessor shall provide for a 1 year parts and labor warranty for all work covered by Sub-Lessee's consideration. Failure of any such work shall be promptly repaired at no cost to Sub-Lessee.

(b) If Substantial Completion of the Tenant Improvements is delayed because of a Sub-Lessee Delay, then Sub-Lessee's obligation to pay Base Rent and Additional Rent under the Sub-Lease and the Sub-Lease Term shall commence on the date the Premises would have been Substantially Complete except for the Sub-Lessee Delay, as reasonably determined by Architect.

8. **Changes in Work:** Sub-Lessee shall have the right to request, in writing, changes to the Interior Drawings and to the Work, subject to Sub-Lessor's reasonable prior approval. Sub-Lessor shall notify Sub-Lessee in writing of any additional costs and any construction delays attributable to such change and whether or not Sub-Lessor approves or disapproves of the requested change. Sub-Lessor may condition its approval of any change on receipt of written confirmation from Sub-Lessee within five (5) Business Days after receiving Sub-Lessor's notice, that Sub-Lessee will pay the additional cost of making the change and any costs Sub-Lessor will incur as a result of any delays, which payment shall be made in the manner prescribed in Section 6 herein. If Sub-Lessee fails to deliver Sub-Lessor written notice that it still desires the requested change within such five (5) Business Day period, Sub-Lessee shall be deemed to have withdrawn its request for the change. Any construction delays attributable to Sub-Lessee changes shall constitute Sub-Lessee Delays.

9. **Early Entry:** With Sub-Lessor's prior written approval, Sub-Lessee and Sub-Lessee's contractors shall have the privilege of entering into the Premises prior to the Substantial Completion of the Tenant Improvements for purposes of cable, telephone, furniture and fixtures installation; provided that such entry or work does not interfere with the construction of the Tenant Improvements by Contractor. All of the terms and provisions of the Sub-Lease shall be applicable upon such early entry, except for those provisions applicable to the commencement of the Sub-Lease Term, acceptance of the Premises and the payment of Base Rent and Additional Rent. Sub-Lessee shall be responsible for any damages to the Building or the Premises caused by Sub-Lessee as a result of such early entry.

10. **Tenant Improvement Representative:** Prior to the commencement of the Work, Sub-Lessee shall designate in writing one individual who shall be the Sub-Lessee's Representative during the Work. Except as provided herein, Sub-Lessor and Contractor shall be entitled to rely on the decisions of such person regarding the Work (and the decisions of such person shall be binding upon Sub-Lessee) until Sub-Lessor and Contractor have received written notice from Sub-Lessee that such person's authority has been revoked. Sub-Lessee's approval of the final Budget, Interior Drawings, the Work Schedule and change orders, as provided herein, shall be provided in writing by Sub-Lessee's Manager of Real Estate Services, Gail Houser, or her designee.

11. **Disputes:** Sub-Lessor and Sub-Lessee shall act in good faith and deal fairly in performing their respective duties under this Workletter. If a dispute arises with respect to design or construction of the Tenant Improvements, or any obligation of the parties under this Workletter, including the calculation or allocation of costs, the parties agree to work diligently to resolve the dispute. In the event the parties cannot resolve the dispute, they may jointly elect to submit the dispute to mediation with a mutually-agreeable mediation firm located in Seattle, Washington with each party bearing their own costs. The decision of the mediator shall be non-binding and shall not constitute a condition precedent to having such dispute decided in a court, including seeking injunctive relief.

12. **Insurance.** If the Sub-Lessor uses a contractor to perform work under this Sub-Lease, after taking into account the scope of work and services which may be performed by its contractor(s), the Sub-Lessor shall require that the Sub-Lessor's contractor maintain

Commercial General Liability, Professional Liability if professional services are required, Automobile Liability insurance, Statutory Workers Compensation, Employers Liability/Stop and other insurance as may be required with prudent limits of liability as established by a Sub-Lessor risk assessment. Builder's Risk insurance shall be required for the full replacement value of the improvements and Sub-Lessee shall be a named insured as it's interests may appear. Such contractor insurance shall insure the Sub-Lessor, its contractor, and the Sub-Lessee and its officers, officials, agents and employees against loss arising out of or in connection with activities, performed in furtherance of this agreement by, the Sub-Lessor's contractor. Contractor's general and automobile liability insurance and other liability insurance as may be required shall include the Sub-Lessee and its officers, officials, agents and employees as an additional insured. The Sub-Lessor's contractor's insurance shall be primary to and not contributing with any insurance or self insurance that may be carried by the Sub-Lessee.

13. **Additional Provisions.** This Workletter sets forth the entire agreement of Sub-Lessor and Sub-Lessee with respect to the completion of the Work. Neither this Workletter nor any of the provisions contained in this Workletter may be changed or waived, except by a written instrument signed by both parties. To the extent any of the terms or conditions of this Workletter conflict with any of the terms or conditions of the Sub-Lease, this Workletter shall control.

Accepted and agreed to:
KING COUNTY

By_____

Title_____

Date_____

Accepted and agreed to
KENT FIRE DEPARTMENT REGIONAL FIRE
AUTHORITY

By_____

Title_____ Fire Chief

Date_____

EXHIBIT C-1

EXHIBIT C-1

TENANT IMPROVEMENT COST ESTIMATE SUMMARY - Office

Project Name:	Medic One Administration Relocation	MMRF/CIP #:	1123715	Date:	4/10/2014
Requesting Agency:	Public Health	Estimator:	D. Thompson		
Implementing Agency:	FMD	Checked by:			

Project Scope:

Tenant improvement of 13,450 RSF of subleased space for the relocation of Medic One Administration Offices. Space is leased by Kent Fire Department Regional Fire Authority with Medic One as sub-lessee. Sub-lessor to provide 01 Consultant Design and 03.0 Construction as Tenant Improvements per the Lease Agreement. Architect and contractors to be hired by Sub-Lessor. Construction estimate is based on preliminary test-fit by consultant architect with scope reductions made for preliminary funding. Scope reductions may be added as alternates when design and cost estimates are refined.

ELEMENT - DESCRIPTION	TOTAL PROJECT COST	2014 REQUEST
01 - CONSULTANT DESIGN		
Basic A/E Fee	\$25,200	\$25,200
Add. Services	\$0	\$0
Reimbursables	\$0	\$0
Consultant Selection Advertisement Costs		
Total 01 - Consultant Design Cost	\$25,200	\$25,200
03.0 - CONSTRUCTION - LESSOR		
MAX. ALLOWABLE CONST. COST (MACC)	\$494,320	\$494,320
Sales Tax 9.50% of MACC (Check site area)	\$46,960	\$46,960
Building Permit Fees 2.50% of MACC	\$12,358	\$12,358
Commissioning 0.50% of MACC	\$2,472	\$2,472
Project Management - Kent Fire	\$25,000	\$25,000
Hazardous Material Survey	\$900	\$900
Total 03.0 - Construction Cost - Lessor	\$582,010	\$582,010
TOTAL TENANT IMPROVEMENT COST	\$607,210	\$607,210

Exclusions: Hazardous materials abatement; structural/seismic upgrades; building's code conformance improvements including, but not limited to, accessibility, life/safety, energy; building envelope improvements; backflow preventers; building's plumbing/drainage improvements

Exhibit D

Parking



EXHIBIT E

SUB-LESSEE PERMITTED HAZARDOUS MATERIALS

Brake Fluid, manufacturer: Fuchs Europe Schmierstoffe GMBH

Clean on the Go hdqC2, manufacturer: Spartan Chemical Company

NAPA Mac's Class Cleaner with Ammonia, manufacturer: The Sherwin-Williams Co.

No Touch Original Tire Care, manufacturer: Permatex Canada, Inc.

Express Shine Spray Car Wax, manufacturer: Turtle Wax